

## **TOWN OF WARRENTON, VIRGINIA**

### **REQUEST FOR PROPOSAL**

**RFP NUMBER:** 02-015

**DATE OF THIS REQUEST:** May 9, 2002

**DESCRIPTION:** Novell WAN/LAN Maintenance & Support

**PROPOSAL DEADLINE:** Friday, May 24, 2002, 2:00 P.M.

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For information relating to this RFP, please contact:

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The Town of Warrenton is currently seeking proposals from qualified information system professionals to provide the following services:

Network Maintenance & Support  
Novell LAN/WAN  
e-Gov Web Presence Technical Support

**LAN/WAN Documentation – Figure 1 provides an overview of the Town of Warrenton network connectivity.**

## **A. Scope of Services**

### **1. Obligation of Offeror**

By submitting a proposal, the offeror covenants and agrees that he has satisfied himself, from his own investigation of conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

Contractor shall guarantee a twenty-four hour response time to be on-site at the Town of Warrenton facility. The service technician shall attempt to perform all repairs/upgrades on-site. If any unit needs to be removed to a repair facility, the contractor shall provide transportation to and from the repair facility.

Contractor must provide toll free telephone support Monday through Friday between the hours of 8:00 AM and 5:00 PM.

It is expected that the contractor's main office will be within sixty miles of the Town of Warrenton to ensure prompt response time during emergency situations. The Town shall not reimburse contractor for any travel related costs.

The successful offeror will be considered the prime contractor and will be required to assume total responsibility for the delivery, installation, and maintenance of all hardware, software and support services offered in its proposal, whether or not it is the manufacturer, producer, author or supplier of them.

The successful offer shall maintain the functionality, including providing update and enhancements to the Town's e-gov website and intranet as requested. It is the Town's intent to continue to be able to update information and related databases by Town staff.

The vendor shall maintain and upgrade the operational software and hardware at its current released level for the term of the contract with the Town pursuant to this RFP.

There shall be no requirement on the Town's part to incorporate any new features or new releases of hardware, applications software or system software.

Town shall not be required to purchase any software product from vendor and may provide vendor with software purchased under state contracts to install.

### **2. Hardware Maintenance**

All individual PC's are currently under extended warranty with the manufacturer. The offeror shall supply the names and addresses of the service organizations that will provide the maintenance of hardware, if different from offeror.

**3. Current System Design**

The current system, as of 1/01/02, is documented in the attached logical network diagram. There have been negligible changes in this configuration in the past three months.

**4. On-Site Pre-proposal Site Inspections**

Vendors are encouraged to schedule a time to view or at least become familiar with the physical layout, equipment schedule, etc.

**B. The Proposal**

**1. Format of Proposal**

Proposals should be brief and should focus on the following items:

- a. Describe the background, experience and qualifications of the person who will act as project manager and the qualifications of the staff that will be assigned to this account.
- b. Disclose any potential conflict of interest due to any other clients, contracts or property interest. Include a statement certifying that no member of your firm's ownership, management or staff has a vested interest in any aspect or department of the Town.
- c. Explain how the firm is organized and how its resources will be put to work for the Town.
- d. Provide at least three (3) client references of similar contracts, including the name of jurisdiction, name of contact and telephone number.
- e. Submit a comprehensive quotation, quoted on a hourly rate basis for services performed broken down by component parts, activities or functions.

Offerors must submit two copies of their proposal.

**2. Firm Price**

Prices offered by the offeror shall be firm and not subject to increase during the term

of any contractual agreement arising between the Town and the successful offeror as a result of this RFP. Fees should be quoted as an hourly rate for services performed. Only hours actually spent on site or hours spent on a remote sight logged into the Town's network to fix or troubleshoot a problem shall be billed. Any and all research time expended by vendor shall be considered overhead and shall be included in the hourly rate bid. The Town of Warrenton will not pay travel time and related costs. These items are to be considered vendor's overhead and included in the hourly rate quoted. The Town encourages the use of a rate schedule for services requiring varying levels of expertise.

An estimate of time in billable hours shall be required for major projects and shall be provided without cost to the Town. The Town, with the assistance of the vendor, will determine the merit of each major project prior to authorization.

**3. Evaluation Process**

The Town of Warrenton will review and evaluate each proposal submitted and will make a formal recommendation to the Town Manger for award.

**4. Oral Presentations by Offerors**

The Town of Warrenton, at its sole discretion, may ask any individual offeror to make an oral presentation, without charge, during the evaluation process.

**5. Latest And Best Technology**

It is the intent of the Town to maintain its system using the latest and best technology available. The Town will rely on the successful offeror to make recommendations for software and system upgrades.

**6. Systems Responsibility**

It is the responsibility of the offeror to verify the completeness and accuracy of the **LAN/WAN Documentation – Figure 1.**

**7. Vendor Commitment**

The Town has specific plans and goals for its data processing department. Additionally, the Town must rely on the knowledge and expertise of outside vendors to continually evaluate the system's performance and provide specific advice for upgrading and adding new capabilities to the system.

For the upcoming fiscal year the following projects are planned:

- a. File server hardware upgrades.
- b. Fiber connectivity to the new Public Safety building.
- c. Web site enhancements.
- d. Installation/Configuration of a network color laser printer.
- f. Installation and configuration of several replacement PC's.

## **8. Offer Binding**

The proposal shall be binding upon the offeror for 60 calendar days following the proposal opening date. Any proposal in which an offeror shortens the acceptance period may be rejected.

## **C. Evaluation Criteria**

- 1. Relevance of the local government experience and references of the offeror.
- 2. Qualifications of key staff members and the project team organization. Qualifications to address working knowledge of data communication networks and data processing organizations.
- 3. Organization's history and stability as evidenced by the proposal and other facts obtained.
- 4. Cost.
- 5. Other criteria as may become necessary and desirable.

## **D. General Terms and Conditions**

The General Terms and Conditions - Services, attached as Exhibit A, shall apply to this procurement.

## **E. Special Terms & Conditions**

### **1. Insurance**

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the engineer, its agents, representatives, employees or subcontractors.

The Consultant shall provide a certificate of insurance naming the Town of Warrenton as additional insured **and, if requested**, a certified copy of said policy or endorsement(s) before commencement of the contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the Town of Warrenton.

The Consultant shall maintain limits no less than:

- a. **Commercial General Liability:** \$1,000,000 (One million dollars) combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- b. **Worker's Compensation and Employer's Liability:** Worker's Compensation as required by the Code of the Commonwealth of Virginia and Employer's Liability with limits of \$1,000,000 (One million dollars) per accident.

## **2. Contract Requirements**

The Town of Warrenton wishes to enter into an exclusive one-year agreement with the contractor. The initial term of this contract shall be July 1, 2002 through June 30, 2003. Options for three additional one-year terms will be included and exercised at the sole discretion of the Town. The Town's standard contract format for services will be used. An example of this document is available upon request.

## **3. Payment Terms**

Terms are net, 30 days from receipt of invoice. Invoices or payment requests are considered received the date approved by the System Administrator.

## **F. Definitions**

For purposes of this procurement, the following definitions apply unless specifically defined elsewhere in this RFP.

1. "System" includes the hardware, data communications, the operating system software, application software and supportive programming aids, training materials, user manuals, operations documentation, source code and related materials.
2. "Software Maintenance" means insuring that the computer program code continues to perform as outlined in the developers applications specifications.
3. "Software Enhancement" means changing the application software code to support new or additional requirements.
4. "Hardware" means the computer and related peripheral equipment, as specified on the diagrams attached hereto, Hardware Configuration and any equipment

added during the term of the agreement.

5. "System Software" means those computer programs, as specified in this RFP, that control the basic operation of the computer systems. This includes the operating systems and their associated compilers, editors, utilities and data base management programs.
6. "Day" means the Town's normal workday from 8:00 A.M. to 4:30 PM, Monday through Friday, excluding Town holidays, unless otherwise defined.
7. "Generally available release" means that version of each application software package generally provided to all the licensor's customers. This does not include versions in beta testing or at prior pre-release stages.

**ALL PROPOSALS MUST BE SIGNED AND SEALED IN ENVELOPES PLAINLY MARKED ON THE OUTSIDE, "PROPOSAL ON NETWORK SUPPORT TO BE OPENED MAY 24, 2002" AND MUST BE MAILED OR DELIVERED TO THE PURCHASING DIRECTOR.**

The Town reserves the right to reject any and all proposals and waive all formalities. All contracts are awarded by the Town Manager. In the event the Town Manager rejects all proposals, the Town will re-advertise or make the purchase on the open market.

## **Exhibit A**

### **TOWN OF WARRENTON, VIRGINIA GENERAL TERMS AND CONDITIONS SERVICES**

#### **1. MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS**

Failure to submit a bid/proposal on the official Town form provided for that purpose shall be a cause for rejection of the bid/proposal. Return of the complete document is required. Modification or additions to any portion of the solicitation may be cause for rejection of the bid/proposal; however, the Town reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid/proposal as nonresponsive.

#### **2. PRECEDENCE OF TERMS**

In the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

#### **3. CLARIFICATION OF TERMS**

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Director of Purchasing or the Department Head whose name appears on the face of the solicitation no later than five days before the opening date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Director.

#### **4. TESTING/INSPECTION**

The Town reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

#### **5. PAYMENT TERMS**

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.

#### **6. INVOICES**

Invoices for items ordered, delivered and accepted shall be submitted by the bidder/offeror direct to the payment address shown on the purchase order/contract. All invoices shall show the Town's contract number and/or purchase order number.

#### **7. DEFAULT**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town, after due oral or written notice, may procure them from other sources and hold the bidder/offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town may have.

#### **8. ASSIGNMENT OF CONTRACT**

A contract shall not be assignable by the bidder/offeror in whole or in part without the written consent of the Town.

#### **9. ANTITRUST**

By entering into a contract, the bidder/offeror conveys, sells, assigns and transfers to the Town of Warrenton all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Warrenton under said contract.



**10. ETHICS IN PUBLIC CONTRACTING**

By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer, or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

**11. ANTI-DISCRIMINATION**

By submitting their bids/proposals, all bidders/offerors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended. They must also conform to the American Disability Act of 1990 and Section 11-51 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions in A and B, below apply:

- A. During the performance of this contract, the bidder/offeror agrees as follows:

The bidder/offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonable and necessary to the normal operation of the bidder/offeror. The bidder/offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The bidder/offeror, in all solicitations or advertisements for employees placed by or on behalf of the bidder/offeror, will state that such bidder/offeror is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting requirements of this section.

- B. The bidder/offeror will include the provisions of A. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

**12. INDEMNIFICATION**

Bidder/offeror agrees to indemnify, defend, and hold harmless the Town of Warrenton, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, services or equipment of any kind or nature furnished by the bidder/offeror, provided that such liability is not attributable to the sole negligence of the Town or to failure of the Town to use the materials, goods or equipment in the manner already and permanently described by the bidder/offeror on the materials, goods or equipment delivered. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

**13. DEBARMENT STATUS**

By submitting their bids/proposals, all bidders/offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Town of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by the Town of Warrenton.

**14. APPLICABLE LAW AND COURTS**

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto

shall be brought in the courts of the Commonwealth. The bidder/offeror shall comply with applicable federal, state and local laws and regulations.

**15. QUALIFICATIONS OF BIDDERS/OFFERORS**

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the work/furnish the item(s) and the bidder/offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect the bidder's/offeror's physical plant prior to award to satisfy questions regarding the bidder's/offeror's capabilities. The Town further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy the Town that such bidder/offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

**16. SAFETY**

All contractors and subcontractors performing services for the Town of Warrenton are required and shall comply with all Occupational Safety and Health Administration (OSHA) and any other applicable rules and regulations. All contractors and subcontractors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

**17. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE**

The Town of Warrenton is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the Town of Warrenton, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

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**Figure 1. - Town of Warrenton  
Logical Network Diagram**

